# Mercedes-Benz Roadside Assistance

## Terms and Conditions

**For smart**

Dear Customer,

Thank you for choosing a smart.

We understand the importance of mobility for you and to ensure it we have developed the Roadside Assistance Programme. Just dial the telephone number of the Mercedes-Benz Contact Centre 8-800-200-02-06 (free call in Russia) anytime and our specialists will promptly find a solution to help you.

Smart Roadside Assistance offers you 24/7 support including the following services:
- wheel repairs (within user`s manual);
- fuel delivery (fuel cost shall be paid by you);
- engine start if the battery is discharged;
- minor repairs on the road (within user`s manual);
- towing to the nearest authorized service station smart;
- technical consultation over the phone.

The Coverage area includes all the motorways in the Russian Federation within 200 km around the cities where authorized smart service stations are located and in the cities themselves and within 30 km around other towns covered by the Programme. The actual information about the cities and towns covered by the Programme can be found at www.smart-cars.ru/S24h-smart.

Please, note that all services in the Coverage Area are free of charge for the owners of smart sold by the Company after 01.07.12 during the whole warranty period. However the Customer should pay for the extra mileage of the technical or towing vehicle outside the Coverage Area.

For your convenience you will be granted a plastic card with the Mercedes-Benz Contact Centre telephone. You can write down the VIN of you Car on the reverse side so that you can always name it to the Mercedes-Benz Contact Centre operator for him to arrange assistance.

Your mobility is our goal!

# Terms and Conditions

## 1. Main Provisions.

1.1. These Services Rules contain the subject and conditions of the services rendered by the Company or the Company's Partners to the Customer as part of the Roadside Assistance Programme.

The Company shall be entitled to amend these Rules *ex parte*. The current version hereof can be found at www.smart-cars.ru/S24h-smart.

1.2 For the purposes stipulate hereby the following definitions and terms shall be used:

**Car** –
A smart passenger car («B» category according to Federal Law No. 196).

**Company** –
Mercedes-Benz Russia SAO. Address: 39A Leningradsky Ave, Moscow, 125167

**Company's Customer (Customer)** –
an individual *sui juris*, the car owner or any person legally entitled to use or dispose of the Car.

**Parties** –
The Company and the Customer acting pursuant to the terms and conditions set forth herein.

**Mercedes-Benz Contact Centre**
24/7 Customer Support call centre coordinating assistance («MB CC»). MB CC telephone – 8-800-200-02-06 (free call in Russia).

**Company's Partner** –
a legal entity working with the Company under and in the manner envisaged by the agreements signed between the Company and this legal entity to render Roadside Assistance Programme services to the Customer.

**Acceptance** –
the Customer's call to the Mercedes-Benz Contact Centre to obtain information or if necessary services under the Roadside Assistance Programme and thus his acceptance hereof.

**Motorway** –
transportation facility designated for traffic flow including land pots within the road easement area and the elements of structure and road buildings thereon constituting the technological part of the motorway and the land plots (*inter alia*) road sides whereon roadside service objects are or can be located, road facilities (parkings, halting points, footpaths, sidewalks) excluding vehicle service centres sites. For the purposes hereof the term Motorway shall include the curtilage and facilities intended for the Customer's Car storage and parking.

**Breakdown** –

a breakdown or a situation occurring upon the Car purchase and immediately prior to the Customer's call to the Mercedes-Benz Contact Centre to obtain the Services hereunder and making it impossible for the Customer's car to move by its own power or if such movement can cause additional mechanical and/or other damages and impairment. The damage inflicted to the Customer's Car in the road accident or by illegal third parties' actions (including but not limited to arson, damages of paint coating, glass, tyres and disks) shall not constitute a breakdown.

**Roadside Assistance** -

the Company's programme associated with providing the services rendered by the Company and Company's Partners to the Customer in the scope and on the terms and conditions specified herein when the Customer addresses the Mercedes-Benz Contact Centre in the manner and on the terms and conditions envisaged hereby.

**Registration Details** –

the Customer's name, contact telephone, type, model and VIN, registration number, vehicle registration date set forth in the registration certificate, location of the Car if necessary for servicing.

**Authorized service station smart** –

organization, regardless of its legal form, authorized «Mercedes-Benz Russia» SAO or it`s branch to provide and/or perform maintenance and repair smart.

1.3 Pursuant to the Customer's acceptance the Company shall provide support under the terms and conditions set forth herein on all Russian Federation motorways excluding the Motorways in the Russian Federation constituent entity and/or territory where the state of emergency is imposed, declared or undeclared war is conducted.

1.4 The Company shall perform works and render services only to the Company's Customers subject to the Company's contract with its partners in the manner and on the terms and conditions envisaged hereby.

1.5 If the Russian Federation laws are amended in the way affecting the Parties' legal relations hereunder such relations shall be brought in line with the newly enacted regulations after they have taken legal effect. Unless governed hereby the terms and conditions shall be regulated by the Russian Federation laws.

1.6 The Parties agree that the Customer's call to the Mercedes-Benz Contact Centre to obtain the services and communication of the Registration Data to the MB CC operator and the Company's Partner if necessary to render such services shall serve a basis for the services provision.

1.7 The Coverage area shall include all the motorways in the Russian Federation within 200 km around the cities where authorized smart service stations are located and in the cities themselves and within 30 km around other towns covered by the Programme. The actual information about the cities and towns covered by the Programme can be found at www.smart-cars.ru/S24h-smart.

## 2. Types of Services and Manner of their Provision.

2.1 As part of the Roadside Assistance Programme and pursuant to the Customer's acceptance shall arrange performing the following works and services associated with the Car specified in the Registration data on a 24/7 basis (without any limitations to the number of calls) and provide the following information to the Company's Customer:

- Emergency technical support in case of the Car breakdown;
- Towing the Car in case of the breakdown;
- Technical consultation over the phone.

2.2 Any works and services related to the activities set forth in paragraphs 1 and 2 of clause 2.1 hereof shall be provided only once per each event causing the Customer to call the Mercedes-Benz Contact Centre.

2.3 The services set forth in clause 2.1 hereof shall include the following types of works and services:

**As part of emergency technical support at least one of the following works and services:**

a) Activities related to the Car engine start when the standard battery is discharged using at least one outer source;

b) Emergency repairs of the Car electrical systems if this is technically possible in accordance with the manufacturer's requirements and the car user's manual, activities related to disconnecting additionally (not factory) fitted car alarm or immobilization. If the required repairs are more complex than prescribed by the car user's manual the Car shall be towed to the authorized smart service station.

c) Assistance in topping the Car with not more than 10 l of fuel (except for the gas) in case the fuel tank is empty including at least one of the following works provided the Customer has paid the fuel cost against the receipt furnished by the technician:

- delivering the respective type of fuel from the petrol station nearest to the Car location and fuelling the Car in compliance with the procedure set forth in the car user's manual.
- ensuring that the Company's Customer is transferred to the nearest petrol station featuring the relevant fuel type in his/her Car or alone (and driving the Customer back to the Car if the it is not towed with the Customer) and assisting in filling the Car with the said fuel.

The amount of fuel in the fuel tank shall be determined by the actual service provider using the values of the Car factory fitted components.

d) The works related to repairing a wheel with the factory fitted tools within user`s manual. If the spare wheel is missing or more than one wheel is damaged and the repairs fail to be made on the spot using the tools prescribed by the car user's manual or other manufacturer's requirements the Car shall be towed to the nearest authorized smart service station within the coverage area;

e) If the technician has failed to eliminate the breakdown on the spot or the MB CC specialists or the Company's Partner has decided that the breakdown cannot be eliminated on the spot the Car shall be towed to the nearest authorized Mercedes-Benz service station within the coverage area.

**As part of towing the Car the following works and services:**

a) Loading the Car onto the towing vehicle (whether fully or partially), fastening the Car on the towing vehicle or fixing the towing rope on the Car or fixing the mechanism ensuring the rigid towline between the towing vehicle and the Car for the towing purposes.

b) Delivering the Car to the authorized smart service station which is the nearest to the Car location or is defined by the MB CC operator by means of the towing vehicle. In individual cases the MB CC operator can decide to tow the Car to the site requested by the Customer.

c) Moving the Car from the towing vehicle to the ground and/or the artificial surface to leave the Car on the place indicated by the MB CC operator.

The Car shall be towed anywhere within the Coverage area subject to the requirements hereof, the effective laws and the Car and the towing vehicle user's manual.
The Car shall be towed only if it is accompanied by the Customer.

**As part of providing information and consultation:**

Providing technical consultation of the Mercedes-Benz Contact Centre or the Company's Partner as per the car user's manual;

2.4 All and any works performed at the request of the Company's Customer under the Roadside Assistance Programme shall be carried out only before him and upon the Company's Customer showing his driver's licence, vehicle registration certificate (certificate of title to the vehicle), current warrant of fitness and the documents confirming the legal disposal of the said Car.

2.5 The Company shall neither be liable for nor indemnify the Company's Customers and third parties against the costs including but not limited to lost benefit, penalties, transit costs, taxi services, living in the hotel during the Car repairs, travel expenses, losses associated with the goods delivery and services deadlines and etc.

2.6 In accordance herewith the Company shall not be liable and shall be entitled to refuse to perform the works and/or provide the services stipulated in clause 2.1 hereof to the Customer and also do not indemnify the expenses, losses in the following cases:

- if such performance is difficult or impossible as access to the Customer's Car is restricted for the Company's and/or Company's Partner's employees; the performance of such works endangers the infliction of harm.

- If after the Customer calls the Mercedes-Benz Contact Centre he/she fails to be reached via the contact telephone specified in the Registration Details.

- Deliberate acts of the Company's Customer, the person allowed to drive the Car, the passenger of the Car aimed at the occurrence of the event causing the breakdown or the actual or attempted commitment of a crime or other illegal acts by the said persons;

- If the calling Customer:
  - is not allowed to drive this Car, has no documents confirming his/her title thereto, his/her right to use and/or dispose thereof and refuses to provide such documents
  - is not entitled to drive the vehicles of the relevant category;
  - is intoxicated by means of alcohol, drugs or toxic substances or affected by pharmaceutical products prohibited to use while driving;

- If the Customer, third parties act unlawfully against the Company's employee and/or the Company's Partner or if the authorized officers and/or other persons legally request to terminate the works or refuse to perform them;

- If the Customer's call occurs when the Car is outside the Coverage Area and refuses to pay for the necessary service;

- If the Car is used in the competitions, tests or for the driving lessons;

- If the Car is rented or pledged unless otherwise stipulated by the Parties' additional agreement;

- If the Company's Customer or other person violates the Car operating instructions including the use of the technically disabled car, the car failing to pass the state technical inspection in the established manner, the violations of the fire safety rules, the rules of transporting and storing inflammable and explosive and other hazardous substances and/or heavy cargoes and items, freight safety requirements;

- Consequences of exposure to temperature, precipitations and other natural phenomena excluding normal activities;

- The exposure to the nuclear explosion, radiation or radioactive pollution;

- Military actions, manoeuvres or other military activities, civil war, any kind of civil unrest or strikes, the Car appropriation, caption, seizure or destruction by the state bodies' order.

2.7 The resolution on the scope and type of the works and services performed under the Roadside Assistance Programme and on the limited performance or the refusal to fully or partially perform the said works and services shall be passed by the authorized employee of the Company, the Mercedes-Benz Contact Centre and/or the Company's Partner depending on the existing conditions and the possibility and in view of the Company's Customer expressed discretion in accordance with the effective laws and these Rules.

2.8 The actual service provider (technician, towing vehicle driver) shall issue the Customer the job ticket containing obligatory recommendations to the Customer after the services are actually rendered.

## 3. Services Cost and Payment Procedure.

3.1 For those Customers who have purchased the smarts sold by the Company from 01.07.2012 all services in the Coverage Area shall be free of charge during the Car warranty period. The Customer shall pay for additional materials and/or spare parts, the extra mileage of the technical or towing vehicle outside the Coverage Area.

3.2 The extra mileage charge scale can be found on the Company's website www.smart-cars.ru/S24h-smart under Service 24 Hours/Roadside Assistance**.** The information can also be provided by the Mercedes-Benz Contact Centre operator on a 24 hours basis.

3.3 If the service is to be paid for it shall be paid for by the Customer to the actual service provider. The service provider shall furnish the sales slip or the strictly accountable document confirming the payment to the Customer.

The information in the brochure is valid as of the imprimatur date 01.01.2014. Mercedes-Benz Russia SAO reserves the right to correct misprints and amend the programme terms and conditions and the rules of providing services under the programme. Current version can be inquired in the Mercedes-Benz Contact Centre or found at www.smart-cars.ru/S24h-smart.